

EXHIBIT D

SETTLEMENT AGREEMENT

This settlement agreement (“Agreement”) is made effective as of January 13, 2025 (“Effective Date”), by and between, on the one hand, Fujian Mingta Toys Co. Ltd. (“Mingta” or “Plaintiff”), and on the other hand, zhejiangaoguangwanjuyouxianzerengongsi dba TOPBRIGHT (“Defendant”).

WHEREAS, Defendant owns and operates the Amazon store identified as TOPBRIGHT (Amazon ID: A2GOHSJ6J3MS1Y) (“Store”), through which certain goods are sold to customers, including customers residing in the United States; and

WHEREAS, Plaintiff filed suit against Defendant in the United States District Court for the Northern District of Illinois, *Fujian Mingta Toys Co. Ltd. v. The Partnerships, et al.*, No. 1:24-cv-05625 (“Lawsuit”) alleging that the Defendant, through the Store, infringed United States Design Patent No. D1,019,805 (“Patent-in-Suit”) and United States Copyright Registration No. Vau 1-518-364; and

WHEREAS, Plaintiff sought and the Court granted a Temporary Restraining Order enjoining and restraining Defendant from making, importing, using, offering for sale, and selling the product alleged to infringe the Patent-in-Suit, *i.e.*, the magnetic maze toy product (ASIN: B0CJY4Q7P8) (“Accused Product”), and any variations incorporating a maze design similar to that of the Patent-In-Suit;

WHEREAS, Defendant denies all allegations made by Plaintiff in the Lawsuit, and

WHEREAS, the Parties have agreed to settle the disputes between them upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises, covenants and representations set forth herein, the adequacy, receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A large block of black redacted text, consisting of approximately 20 lines of text, each represented by a thick black horizontal bar. The redaction is organized into several groups, with some lines being significantly longer than others, suggesting a list or a structured document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed with intent to be bound as of the Effective Date.

zhejiang aoguang wanju youxian zeren gongsi
dba TOPBRIGHT

Fujian Mingta Toys Co. Ltd

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Wire Instructions

In order that your funds may be received and the matter dismissed as soon as possible, please follow the below instructions. Failure to do so may result in a delay before the funds are received and control of your account is returned to you.

1. You must wire the entire settlement amount; no fees may be deducted.
2. You are responsible for paying all wire fees.
3. You must include the reference: 5625 TOPBRIGHT
4. You must include the name of your store as named in the Complaint.

Account Name: Ni Law Firm, PLLC IOLTA Account

Reference: 5625 TOPBRIGHT

Account No.: [REDACTED]

Routing No.: [REDACTED]

ACH Routing No.: [REDACTED]

SWIFT Code: [REDACTED]

Name of Bank: [REDACTED]

Bank Address: [REDACTED]

Bank Phone No.: [REDACTED]